

### REMARKS

Reconsideration of this application is respectfully requested in view of the foregoing amendment and the following remarks.

Claims 1, 3-10 and 12-20 are pending in this application. For the reasons stated below, Applicants respectfully submit that all claims pending in this application are in condition for allowance. By this Amendment, Applicants amend claims 3, 4, 12 and 13 to improve matters of form.

In the Office Action mailed, claim 4 was objected to due to informalities; claims 3, 4, 12 and 13 were rejected under 35 U.S.C. §112; claim 19 was rejected under 35 U.S.C. §102(e) as anticipated by U.S. Patent No. 6,298,385 to Sparks et al. (hereinafter "Sparks"); claims 1, 5, 10 and 14 were rejected under 35 U.S.C. §103(a) as unpatentable over U.S. Patent No. 6,385,596 to Wiser et al. (hereinafter "Wiser") in view of U.S. Patent No. 6,138,120 to Gongwer et al. (hereinafter "Gongwer"); claims 3, 4, 12 and 13 were rejected under 35 U.S.C. §103(a) as unpatentable over Wiser in view of Gongwer; claims 6 and 15 were rejected under 35 U.S.C. §103(a) as unpatentable over Wiser in view of Gongwer further in view of U.S. Patent No. 5,421,620 to Sauerwine (hereinafter "Sauerwine"); claims 7, 8, 16 and 17 were rejected under 35 U.S.C. §103(a) as being unpatentable over Wiser in view of Gongwer further in view of U.S. Patent No. 5,852,435 to Vigneaux et al. (hereinafter "Vigneaux"); claims 9 and 18 were rejected under 35 U.S.C. §103(a) as being unpatentable over Wiser in view of Gongwer further in view of U.S. patent No. 6,057,872 to Candelore ("Candelore"); and claim 20 was rejected under 35

U.S.C. §103(a) as being unpatentable over Sparks. To the extent this rejection might still be applied to claims presently pending in this application, it is respectfully traversed.

Claim Objections

Applicants made the changes suggested by the Examiner. Accordingly, the objection to claim 4 should be withdrawn.

Claim Rejections – 35 U.S.C. §112

Applicants amended claims 3, 4, 12 and 13 to correct problems with antecedent basis. Accordingly, the rejection under 35 U.S.C. §112 should be withdrawn.

Claim Rejections – 35 U.S.C. §102

Claim 19 was rejected under 35 U.S.C. §102(e) as anticipated by Sparks. Applicants respectfully traverse this rejection.

Claim 19 recites, in part, a method for hosting media content over a network, comprising “receiving a request to host a media program file in a selected **encoding** format, “encoding the media program in the selected **encoding** format,” and “hosting the **encoded** media file on a hosting server, wherein the hosting server is configured to allow selective access to the encoded media file over a network.”

In contrast, Sparks discloses a method and apparatus for optimizing playback of media files over a data network. Contrary to the Examiner's assertion, Sparks does not anticipate claim 19. The format described in Sparks is a transmission format that relates only to how the particular file is transmitted (e.g., by 12.2 k baud modem, 28.8k baud modem, and ADSL format) and does not at all relate to the format used for accessing the file, i.e. the encoding

format. See Sparks, col. 5, lines 5-10. As defined in the specification at page 2, "encoded media files" refers to encoding formats such as RealAudio, Liquid Audio, etc. Accordingly, the transmission format of Sparks is quite different from the encoding format as used in the present application.

Because Sparks does not teach each limitation recited in claim 19, the rejection under 35 U.S.C. §102(e) should be withdrawn.

Claim rejections – 35 U.S.C. §103

Claims 1, 5, 10 and 14 were rejected under 35 U.S.C. §103(a) as unpatentable over Wiser in view of Gongwer. Applicants respectfully submit that a combination of Wiser and Gongwer does not teach or suggest independent claims 1 and 10.

Claim 1 recites, in part, a method for providing encoded media content over a network, the method comprising "receiving over the network a first request to encode one or more media program files," "for each media program file to be encoded, receiving a selection of one or more encoding formats for encoding the media program file," and "after encoding the media program in the one or more selected encoding formats, if the client, in a second request, requests hosting of the one or more encoded media files, automatically hosting the one or more encoded media files on a hosting server, wherein the hosting server is configured to allow selective access by visitors to the one or more encoded media files over the network, as determined by the client."

Claim 10 includes similar recitations.

In contrast, Wiser is directed to a "Secure Online Music Distribution System" that provides for secure delivery (through multiple layers of encryption) of media over a public

communications network. Wiser describes a system that authenticates a user's identity, encrypts specific media being purchased by the user to identify the user, provides a secure communication for the purchase transaction, and requires the purchasers to use a decryption key for access to the purchased media. (Wiser, col. 3: 33-50). A "Content Manager" allows "only a particular user to access the media for playback," and "stores details of each transaction in the transactions database 130. A "Delivery Server" then delivers a requested media data file to a user's client system. (See Wiser at col. 9, lines 39-66). The data on the server is encrypted in an "ISO X.509 format."

Thus, Wiser does not teach or suggest a selection of encoding formats, as recited in claims 1 and 10. The Office Action states that Wiser discloses this limitation at col. 10, lines 51-55. However, at col. 10, lines 51-55, Wiser discloses that an authoring tool 102 is used by artists to create data and associated media files to be delivered for storage. The media file of Wiser includes a "media data chunk" that is processed for different quality levels, different sampling rates, and compression levels, but does not provide for client-selection of different formats. (See Wiser at col. 7, lines 4-16.)

Also, as the Office Action correctly acknowledges, Wiser does not teach or suggest a client-selectable access system that allows "selective access by visitors to the one or more encoded files over the network, as determined by the client."

In summary, Wiser fails to teach providing encoded media content that is responsive to a "first request" and a "second request," as recited in claims 1 and 10. Wiser also does not teach or suggest that the "first request" is to encode a media program file "in one or more encoding

formats,” and that the first request is serviced “automatically generating one or more encoded media files by encoding the media program in the one or more selected encoding formats.”

Wiser also does not teach or suggest receiving a request to encode media in a particular encoding format, and to generate an encoded media file in the requested format.

Gongwer fails to cure the deficiencies of Wiser. Gongwer relates to a system for sharing server sessions across multiple clients. More particularly, Gongwer relates to OnLine Analytical Processing data server systems. In Gongwer an OLAP data server allows data updates to independent clients during a current session. Thus, Gongwer provides a mechanism to permit sharing of uncommitted data values between independent clients. Gongwer does not relate to encoding formats, media content or the processing of media content.

Accordingly, Gongwer does not teach or suggest providing encoded media content that is responsive to a “first request” and a “second request,” as recited in claims 1 and 10. Gongwer also does not teach or suggest that the “first request” is to encode a media program file “in one or more encoding formats,” and that the first request is serviced “automatically generating one or more encoded media files by encoding the media program in the one or more selected encoding formats.” Gongwer also does not teach or suggest receiving a request to encode media in a particular encoding format, and to generate an encoded media file in the requested format. “a selection of encoding formats,” as recited in claims 1 and 10. Further, Gongwer does not teach or suggest a client-selectable access system that allows “selective access by visitors to the one or more encoded files over the network, as determined by the client.”

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Because a combination of Wisser and Gongwer does not teach or suggest every limitation in the claims, the rejection of claims 1 and 10 under 35 U.S.C. §103(a) over Wisser and Gongwer should be removed.

Dependent claims 3-9, 12-18 and 20 are each believed to be patentable as being dependent upon a patentable independent claim.

In view of the foregoing all of the claims in this case are believed to be in condition for allowance or in better form for appeal. Should the Examiner have any questions or determine that any further action is desirable to place this application in even better condition for issue, the Examiner is encouraged to telephone applicants' undersigned representative at the number listed below.

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Respectfully submitted,  
  
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